DEBORAH L. RAYMOND
ATTORNEY AT LAW, BAR #173528
380 STEVENS AVENUE., SUITE 205
SOLANA BEACH, CA 92075
Telephone#: (858) 481-9559
Facsimile#: (858) 724-0747
Email: draymond@lawinfo.com

Attorney for Plaintiffs, LOWELL & SANDRA LABERTEW

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

LOWELL LABERTEW, an individual; and SANDRA LABERTEW, an individual, Plaintiffs, vs. 3BC CORPORATION, a California Corporation; C&R FINANCIAL INC., an entity of unknown form; RAYMOND JACOB ROSZKOWICZ, an individual; RICK WILKES, an individual; BEVERLEE WILKES, an individual; and DOES 1-10, inclusive, Defendants.	CASE NO. 07CV2092W (LSP) **DECLARATION OF DEBORAH L. RAYMOND, ESQ. IN SUPPORT OF PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

I, DEBORAH L. RAYMOND hereby declare:

1. I am an attorney duly admitted to practice law as a member of the State Bar of California and I am admitted to practices in the Southern District of California and all courts of the

State of California. I am a sole practitioner with offices located at 380 Stevens Avenue, Suite 205, Solana Beach, California 92075. The following declaration is based upon my personal knowledge such that if called as a witness, I could competently testify thereto.

3. On August 7, 2007, I was retained by Lowell and Sandra Labertew ("Plaintiffs") to represent them with regard to claims relating to a loan transaction secured by Plaintiffs' principal residence entered into in November 2006 (the "Transaction").

4. On August 18, 2007, I mailed a Notice of Rescission to defendants Rick and Beverlee Wilkes. A copy of the Notice of Rescission mailed on August 18, 2007, along with copies of proof of delivery are attached to the Complaint filed in this Court on October 31, 2007.

5. On August 22, 2007, I had a telephone conversation with Mr. And Mrs. Wilkes, during which I requested a copy of Plaintiffs' entire loan file. Mrs. Wilkes insisted that the Transaction was in full compliance with all laws but was hesitant in providing me with copies of the entire file, yet she represented to me that she wanted to be cooperative. So, I requested that she send me a copy of the loan origination file showing that all the documents required by law were provided to Plaintiffs. When the conversation ended, it was my understanding that Mrs. Wilkes was going to provide me with a copy of the documents contained in Plaintiffs' loan origination file.

6. Instead of receiving documents, I received a letter dated September 12, 2007 claiming to be in response to the rescission letter dated August 18, 2007. A copy of the letter dated September 12, 2007 is herein attached as Exhibit "DLR-A".

7. On September 18, 2007, I telephoned Mr. And Mrs. Wilkes at the telephone number provided in the September 12, 2007 letter. I again spoke with Mrs. Wilkes, who stated that she needed to know specifically what I was looking for. I informed her that Plaintiffs claim that they did not receive certain documents that they were entitled to by law. Again, Mrs. Wilkes

insisted that the loan was in full compliance with all laws. I again requested copies of Plaintiffs' loan file. Again, when the conversation ended, it was my understanding that Mrs. Wilkes would provide me with a copy of documents from Plaintiffs' loan transaction.

8. After waiting 10 days and not receiving any documents, on September 28, 2007, I mailed a letter to Mr. And Mrs. Wilkes requesting a status on the documents and requesting that they postpone filing a Notice of Trustee's Sale until after they have given me a short period of time to review the transaction documents that they were going to provide. A copy of the letter dated September 28, 2007, along with proof of delivery is herein attached as Exhibit "DLR-B".

9. On October 25, 2007, prior to receiving any Transaction documents from Mr. And Mrs. Wilkes, I was informed that a Notice of Trustee's Sale had been taped to Plaintiffs' door at their home, and a sale date was scheduled for November 14, 2007. A copy of the Notice of Trustee's Sale is herein attached as Exhibit "Comp. E".

10. On October 26, 2007, I received a letter dated October 18, 2007, from Mrs. Wilkes along with two documents, a Notice of Right of Rescission containing my clients' signatures and a Truth-In-Lending Disclosure Statement dated 11/08/2006. A copy of the letter dated October 18, 2007 is herein attached as Exhibit "DLR C" and a copy of the of the Notice of Right of Rescission is herein attached as Exhibit "Comp. D-1" and a copy of the Truth-In-Lending Disclosure Statement dated 11/08/2006 is herein attached as Exhibit "Comp. D-2".

11. On October 31, 2007, the Complaint for the above caption matter was filed with the Court.

12. On November 1, 2007, I spoke with Mrs. Wilkes. I informed Mrs. Wilkes that a Complaint had been filed and I offered to provide her with a courtesy copy of the Complaint. I also requested that she postpone the Trustee's Sale scheduled for November 14, 2007 for at least two

weeks so that the issues raised by the Complaint could be reviewed. Mrs. Wilkes informed me that she would check with her foreclosure company to see if a postponement could be done. I requested that she get back to me as soon as possible as time was running short for filing an Application for a Temporary Restraining Order/Preliminary Injunction.

13. On November 1, 2007, I emailed Mrs. Wilkes a courtesy copy of the Complaint and requested that she advise me a.s.a.p. as to whether the Trustee's Sale scheduled for November 14, 2007 would be postponed for at lease two weeks. Mrs. Wilkes responded to the email stating that she would agree to a two week postponement unless my discussions with Mr. Roszkowicz' attorney resolved the issues that were brought up. I responded to Mrs. Wilkes email indicating that I was unclear as to whether the trustee's sale was postponed or not and requested her written assurance that it was postponed for at least two weeks.

14. On November 2, 2007, I telephoned Mrs. Wilkes and requested her assurance that the Trustee's Sale scheduled for November 14, 2007 was postponed for at least two weeks. She informed me that she was seeking to hire an attorney and would get back to me. I informed Mrs. Wilkes that if I could not get her written assurance that the Trustee's Sale scheduled for November 14, 2007 would be postponed for at least two weeks, I would file an Application for A Temporary Restraining Order on Monday, November 5, 2007.

15. On November 2, 2007, I received Mrs. Wilkes email, which stated that she could not assure me of a 2 week postponement of the scheduled Trustee's Sale. A copy of the email dated November 2, 2007 from Mrs. Wilkes, which contains a copy of previous emails starting on November 1, 2007 is herein attached as Exhibit "DLR D".

16. A true copy of a printout from the Multiple Listing Service showing that 4545 Diane Way, San Diego, California sold for $673,500 and closed escrow on 10/25/2007 is herein

attached as Exhibit "DLR E".

17. I respectfully request that this Court issue an immediate TRO/Preliminary Injunction to prevent the imminent foreclosure sale of my clients' residence and give my clients the opportunity to have their claims heard on the merits.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed this 4th day of November 2007, at Solana Beach, California.

/s/ Deborah L. Raymond
DEBORAH L. RAYMOND, ESQ.

RICK & BEV WILKES
869 WILLET LN
Redmond, Or 97756

September 12, 2007

Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solano Beach, Ca 92075

Subject: Lowell & Sandra Labertew Loan Rescission.

Deborah,

In response to your letter dated August 18, 2007 we disagree with your allegations & assertions. Your correspondence lacks reference to the specific issue. All documents required were provided and any specific issue(s) should be addressed and we will respond accordingly. Further more, all future correspondence needs to be sent to the following address:

Rick and Bev Wilkes

c/o Ray Roszkowicz

1240 E. Ontario Ave Ste# 102-250

Corona, Ca 92881

If you need to speak to us our new phone number is (541) 604-0274.

Best regards,

Rick & Bev Wilkes

cc RR

541-316-1168

EXHIBIT "DLR-A"

Law Offices of Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075
Tel: 858-481-9559
Fax: 858-724-0747

September 28, 2007

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED
Certified Receipt# 7006 2150 0003 6678 7349

Rick & Beverlee Wilkes
869 Willet Lane
Redmond, OR 97756

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED
Certified Receipt# 7006 2150 0003 6678 7356

Rick and Bev Wilkes
c/o Ray Roszkowicz
1240 E. Ontario Ave. Ste# 102-250
Corona, CA 92881

Re: Lowell Labertew & Sandra Labertew
Property Address: 4515 Diane Way, San Diego, California 92117
APN#: 361-790-10
Loan Transaction date November 8, 2006
Request for Cancellation or Postponement of Foreclosure Proceedings

Dear Mr. And Mrs. Wilkes:

Pursuant to our prior conversations, you informed me that you would provide me with a copy of the loan transaction documents for the above referenced loan. In reliance upon your representations that you would provide me with loan transaction documents showing that all legal requirements were complied with, I have refrained from filing a lawsuit. However, based on the Notice of Default and Election to Sell, which was recorded on July 5, 2007, the 90 day notice period will expire shortly. If you file a Notice of Trustee's Sale, you will leave me with no other choice than to file a lawsuit and seek an emergency Temporary Restraining Order ("TRO") and then, a Preliminary Injunction ("PI") to stop the foreclosure process. Seeking a TRO and

EXHIBIT "DLR-B"

then the PI is very time consuming and expensive.

As such, I request that you agree to postpone the filing of a Notice of Trustee's Sale for at least a short period of time after you have provided me with your documents showing compliance with the law. Thus, if you are correct, you have only lost a couple of weeks in the foreclosure process, and if you are wrong and the documents did not comply with the law, you will have potentially saved yourselves thousands of dollars.

I believe that my request is reasonable under the circumstances. I have been waiting patiently for over two weeks for you to send me your documents. Please let me know when you will have them to me. Thank you.

Sincerely,

Deborah L. Raymond

Deborah L. Raymond
Attorney for Lowell & Sandra Labertew

cc: Lowell & Sandra Labertew

EXHIBIT "DLR-B"

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rick & Beverlee Wilkes
869 Willet Lane
Redmond, OR
97756

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by (*Printed Name*) B. Wilkes

C. Date of Delivery 10/15/07

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

45 Quirico Dr.
Pittsfield. Ma 01201

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7006 2150 0003 6678 7349

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rick & Bev Wilkes
c/o Ray Roszkowicz
1240 E. Ontario Ave
ste#102-250
Corona CA 92881

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (*Printed Name*) Lydia Contreras

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7006 2150 0003 6678 7356

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT "DLR-B"

RECORDING REQUESTED BY
GOLDEN STATE FINANCIAL SERVICES, INC.

AND WHEN RECORDED MAIL TO

GOLDEN STATE FINANCIAL SERVICES, INC.
ANN ECTOR, FORECLOSURE OFFICER
1421 EAST COOLEY DRIVE
COLTON, CA 92324

Space above this line for recorder's use only

Trustee Sale No. 33347359 Title Order No. 33347359
APN: 361-790-10 TRA No. 018118

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED November 8, 2006 . UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On November 14, 2007 at 10:00 am, GOLDEN STATE FINANCIAL SERVICES, INC., A NEVADA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on November 17, 2006, Instrument 2006-0818856 of official records in the Office of the Recorder of San Diego County, California, executed by LOWELL LABERTEW AND SANDRA LABERTEW as Trustor, RICK WILKES AND BEVERLEE WILKES, HUSBAND AND WIFE AS JOINT TENANTS as the original Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state), AT THE SOUTH ENTRANCE TO THE COUNTY COURTHOUSE, 220 WEST BROADWAY, SAN DIEGO, CA all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

APN # 361-790-10

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 4515 DIANE WAY, SAN DIEGO, CA .

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: $66,143.60 (Estimated)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

10/19/2007 FRI 16:08 FAX 909 777 3510 GOLDEN STATE ESCROW 002/004

EXHIBIT "COMP. E"

Page Two
TS No. 33347359:
Title No.:33347359

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE: OCTOBER 18, 2007

FOR TRUSTEE'S SALE INFORMATION CALL:
(714) 259-7850

GOLDEN STATE FINANCIAL SERVICES, INC.
ANN ECTOR, FORECLOSURE OFFICER
1421 EAST COOLEY DRIVE
COLTON, CA. 92324
(909) 777-3508

Ann Ector,
Foreclosure Officer

EXHIBIT "COMP. E"

Beverlee Wilkes
45 Quirico Drive
Pittsfield, MA 01201
Phone: 541-604-0274

Deborah L. Raymond
380 Stevens Avenue, Suite 205
Solana Beach, CA 92075
Phone: 858-481-9559
Fax: 858-724-0747

October 18, 2007

Dear Ms. Raymond,

This letter is to follow up from your letter dated September 28, 2007. Let me begin by correcting your initial statement. I did not inform you that I would provide you a copy of the loan transaction documents. My immediate reaction in receiving your first letter was shock and I telephoned you for clarification. I then sought the advice of counsel, and after speaking to several lawyers they informed me that you should be more specific. In fact, to file a TRO or a PI you would need to be more specific. I informed you that your client has a copy of the entire package and requested you let me know what was in question so that I could provide the necessary documentation. I sent you this same request in writing in a letter dated September 12, 2007 that requested you to provide specific issue(s) and that I would respond accordingly.

Since you have been unable or unwilling to provide me with specific issues other than the initial 'Notice of Rescission of Mortgage'. I will provide the appropriate documentation as outlined in the Truth in Lending Act. Under this act Mr. Labertew had the three-day right to cancel. I have provided the paperwork that he was informed of this right and clearly we are way past that time frame. Secondly, I have provided the paperwork required by TILA, which would have allowed an extended right to rescind. I hope this provides you the necessary paperwork to allow us to move forward. We made a loan in good faith to your client, Mr. Labertew and his wife and all we are asking is to be paid what is legally owed to us.

If Mr. Labertew is capable of paying us the amount that we agreed to in our contract as well as the amount we paid towards his first mortgage than we may be able to work out a solution together and avoid foreclosure. I would like to see him stay in his home, but I also must protect my own financial position.

Mr Labertew has been provided the necessary paperwork for this loan. In addition, I have extended every courtesy to him. He has not made a single payment on this loan other than one check that bounced. He said he would write another check but to this day I have not received a payment. He was not making payments on his first mortgage nor his second mortgage and he is now late with his taxes. I stayed in constant touch with his first mortgage after he failed to live up to his forbearance agreement. I delayed and requested the first mortgage delay from foreclosing when I believed he was getting a loan with Main Street Lending to pay us off. It was not until

EXHIBIT "DLR C"

Main Street Lending informed me that they were no longer working with Mr. Labertew that I had a Notice of Default filed. At this point I feel we have done everything in our power to give Mr. Labertew time to rectify the situation.

This loan was to help Mr. Labertew get out of a tough financial situation and give him time to get on his feet. Apparently, this loan did not serve the purpose for which I thought it was intended. He used our money to payoff his truck and to bring his first mortgage current. All I am asking that he repay this loan and now the additional charges that we have incurred since he failed to live up to his end of the contract.

It is my sincere hope that we can work something out that will allow Mr. Labertew to keep his home. I hope you can work with me towards this goal.

Best regards,

Beverlee Wilkes

Beverlee Wilkes

Enclosures:

- Notice of Right of Rescission dated November 9, 2006
- Truth-in-Lending Disclosure Statement dated November 9, 2006

EXHIBIT "DLR C"

NOTICE OF RIGHT OF RESCISSION

Mortgage on Property Situated at 4515 Diane Way San Diego, Ca 92117

Notice of Customer Required by Federal Law:

You have entered into a transaction on November 9th, 2006 which may result in a lien, mortgage or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty, or obligation, within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you.

If you cancel the transaction, any lien, mortgage or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:
Rick & Beverlee Wilkes at 869 Willet Lane Redmond, Oregon 97756 by mail, Fax 541-316-1168 or telegram sent no later than midnight of November 13th, 2006. You may also use any other form of written notice identifying the transaction if it is delivered to the above address no later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

Lowell Labertew (Date)

Sandra Labertew (Date)

Receipt is herewith acknowledged of the foregoing:

I/We the undersigned customers having received two copies thereof, and one copy of the Disclosure Statements concerning the above identified transaction this 9th day of November , 2006.

Lowell Labertew Sandra Labertew

(Issue two copies to customer)

EXHIBIT "COMP. D-1"

44

TR 1-IN-LENDING DISCLOSURE STATEM r

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: Lowell Labertew
Sandra Labertew
Property Address: 4515 Diane Way
San Diego, CA 92117
Application No: RRLABERTEW

Prepared By: CIB FUNDING
350 RAILROAD CANYON
Lake Elsinore, CA 92532
951-245-6800
Date Prepared: 11/08/2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
* 18.776 %	$ * 4,026.82	$ * 42,405.00	$ * 46,431.82

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit

PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
		Monthly Beginning:			Monthly Beginning:			Monthly Beginning:
5	471.97	01/01/2007						
1	44,071.97	06/01/2007						

☐ DEMAND FEATURE: This obligation has a demand feature.

☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost

Type	Premium	Signature	
Credit Life		I want credit life insurance.	Signature:
Credit Disability		I want credit disability insurance.	Signature:
Credit Life and Disability		I want credit life and disability insurance.	Signature:

INSURANCE: The following insurance is required to obtain credit:
☐ Credit life insurance ☐ Credit disability ☐ Property insurance ☐ Flood insurance
You may obtain the insurance from anyone you want that is acceptable to creditor
☐ If you purchase ☑ property ☐ flood insurance from creditor you will pay $ for a one year term.

SECURITY: You are giving a security interest in: 4515 Diane Way, San Diego CA 92117
☐ The goods or property being purchased ☑ Real property you already own.

FILING FEES: $ 75.00

LATE CHARGE: If a payment is more than 15 days late, you will be charged 10.000 % of the payment

PREPAYMENT: If you pay off early, you
☑ may ☐ will not have to pay a penalty.
☐ may ☑ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property
☐ may ☐ may, subject to conditions ☑ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☑ * means an estimate ☑ all dates and numerical disclosures except the late payment disclosures are estimates.

* * NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

[signature] 11/9/06 — Lowell Labertew (Applicant) (Date)

[signature] 11/09/2006 — Sandra Labertew (Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)

Calyx Form - til.hp (02/95)

45

EXHIBIT "COMP. D-2"

Deborah L. Raymond

From: Beverlee Wilkes [realtincup@gmail.com]
Sent: Friday, November 02, 2007 1:03 PM
To: draymond@lawinfo.com
Subject: Re: Labertew et al. v. Wilkes et al.

Hi Deborah,

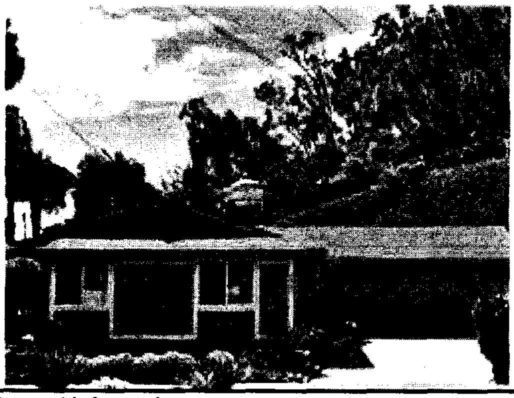
I am unable to assure you at this time of a 2 week postponement. I have been unable to reach my lawyer and I feel that at this time I need legal representation due to all the accusations you have made. I will discuss this with my lawyer as soon as possible.

Beverlee Wilkes
>
> Dear Mrs. Wilkes:
>
> I am in receipt of your below email. Thank you.
>
> I understand that the postponement of the trustee's sale scheduled for
> November 14, 2007 will be announced ("cried") at the sale. However, based
> on your email, I am unclear as to whether I can rely upon the sale being
> postponed for sure (unless I agree otherwise) or not. I am further unclear
> as to what you mean by "unless your discussion with Ray's lawyer resolves
> the issues you have brought up." Do you mean mutually resolved, settled, or
> something else?
>
> I would like to be assured that the sale date scheduled for November 14,
> 2007 is postponed for two weeks and that I will not be "sandbagged" at the
> last minute with sale going forward giving me no time to seek a temporary
> restaining order.
>
> Please understand that I would like to give you an opportunity to review
> your options and give Mr. Roszkowicz and his attorneys an opportunity to
> review their options and discuss the matter with me, without the requirement
> of incurring significant expenses in filing an Application for a Temporary
> Restraining Order. However, I must protect my clients and if I can not be
> assured by you that the trustee's sale will be postponed by at least two
> weeks, I must proceed with an Application with the Court. Please let me
> know, at your earliest opportunity, if you can assure me of the
> postponement. Thank you.
>
> Sincerely,
>
> Deborah L. Raymond
>
> P.S. If you would like me to speak with Mr. Roszkowicz' attorney please
> have the attorney contact me a.s.a.p.
>
>
> -----Original Message-----
> From: Beverlee Wilkes [mailto:realtincup@gmail.com]
> Sent: Thursday, November 01, 2007 2:05 PM
> To: draymond@lawinfo.com
> Subject: Re: Labertew et al. v. Wilkes et al.
>
> Dear Ms. Raymond,
>
> I spoke to my foreclosure representative and at this point the only way to
> postpone will be the day of the sale an announcement will be made. She has
> told me that I will need to call her the day before the sale to confirm the
> requested delay. I will agree to postpone this two weeks unless your
> discussion with Ray's lawyer resolves the issues you have brought up. If the

EXHIBIT "DLR D"

> issues are resolved prior to November 13, 2007. I will move forward with
> the foreclosure as originally planned, if not I will delay the foreclosure
> two weeks per your request.
>
> Regarding any settlement - After thinking about our disussion, I feel
> without a lawyer it would be unwise for me to discuss any settlement
> matters. If Mr. Labertew wishes to propose a settlement I will certainly
> consider it.
>
> Please call me if you need any additional information.
>
> Best regards,
> Beverlee Wilkes
>
> On 11/1/07, Deborah L. Raymond <draymond@lawinfo.com> wrote:
> > Dear Mrs. Wilkes:
> >
> > Per our discussion this afternoon, attached is a courtesy copy of the
> > Complaint that was filed yesterday.
> >
> > Please advise me a.s.a.p. as whether you are willing to postpone the
> > Trustee's sale for at least two weeks, so that you may have an opportunity
> > to have this matter reviewed by an attorney before significant expenses
> are
> > incurred in seeking a Temporary Restraining Order/Preliminary Injunction.
> > Thank you.
> >
> > Sincerely,
> >
> > Deborah L. Raymond
> > Law Offices of Deborah L. Raymond
> > 380 Stevens Avenue, Suite 205
> > Solana Beach, CA 92075
> > Tel#: (858) 481-9559
> >
> > This communication (including any attachments): constitutes an electronic
> > communication within the meaning of the Electronic Communications Privacy
> > Act, 18 U.S.C. 2510 and only is intended to be disclosed, reviewed and
> used
> > by the intended recipient(s); may contain information that is privileged,
> > confidential and/or proprietary; and may be exempt from disclosure under
> > applicable laws. Receipt or use of this communication by anyone other than
> > the intended recipient(s) will not constitute a loss of its privileged,
> > confidential and/or proprietary nature. If you are not an intended
> > recipient, or the employee or agent responsible for delivering this
> > communication to an intended recipient, you are hereby notified that your
> > use, review, dissemination, distribution and/or copying of this
> > communication is prohibited and may subject you to criminal and/or civil
> > penalties. Consequently, if you have received or reviewed this
> communication
> > in error, please notify the sender immediately by telephone (858-481-9559)
> > and return e-mail, delete the communication from your entire system and
> > destroy any paper copies which may have been created. Thank you.
> >
> >
>
>

EXHIBIT "DLR D"



SF Detached Status: **Sold** LP: **$ 689,000** REF #: **1**
MLS #: **076083733** OLP: **$ 689,000**
Media: **13 - V.T.**
Listing Type: **Exclusive Right (R)** Sales Price: **$ 673,500**
Address: **4545 DIANE WAY**
Subdivision: **CLAIREMONT**
City: **San Diego** Zip : **92117- 2908**
Cross Street: **CHATEAU DR** Community: **CLAIREMONT**
Map Code: **1248F1** MT: **0** AMT: **0** LD: **10/25/2007**
Directions To Property : **GENESSEE to CHATEAU DR, Left on DIANE AVE, Left on DIANE WAY**

General Information

Bedrooms: **3**
Optional BR:
Baths: **3**
Est SqFt: **1,700**
Year Built: **1965**
Stories: **1 Story**
Lot SqFt: **11,000**
Source of SqFt: **Owner**
Ownership: **Fee Simple**
Roof: **Composition**
Acres: **0.25**
Zoning: **R1**
APN: **361-790-13-00**
Fireplace: **FP in Family Room**

View: **Valley/Canyon**
Exterior: **Stucco**
Floors: **Hardwood**
Heat: **Forced Air**
Cooling: **Attic Fan**
Pool: **Below Ground, Heated, Private, Yes**
Lot Size: **More than .25 Up to & Inc .50 Acres**
Sewer: **Sewer Connected**
School District:
Age Restriction: **N/K**
Water: **Meter on Property**
Topography: **Level, Slope Steep**
Pets: **More than 1 Pet Allowed, No Size or Other Restrictions**

Remarks

A GARDENER'S PARADISE! SPECTACULAR REMODELED HOME FEATURING BAMBOO HARDWOOD FLOORS, GOURMET KITCHEN W/ GRANITE & STAINLESS, HUGE FAMILY ROOM...ALL OPENING UP TO A PRIVATE BACKYARD PARADISE W/ POOL & SPA, COVERED LOGGIAS & AN INCREDIBLE ARRAY OF FRUIT TREES TO HARVEST YOUR OWN ORGANIC PRODUCE! POOL SERVICE PAID THRU JUNE 08!
Confidential Remarks: AGENTS/APPRAISERS: SALES PRICE REFLECTS $10,500 CREDIT TO BUYERS.

Rooms Information

Living Room: **16X14**	Dining Room: **12X10**	Family Room: **20X20**	Kitchen: **12X10**	Extra Room: **0**
Master Bed: **12X12**	Bedroom 2: **12X11**	Bedroom 3: **12X10**	Bedroom 4: **0**	Bedroom 5:

Additional Features

Add Land Use: **N/K**
Boat Facilities: **N/K**
Guest House: **N/K**
Frontage: **N/K**
Laundry: **Garage**

Parking: **2 Car Garage, Attached**
Security: **N/K**
Patio: **Covered, Slab, Wood Deck, Other/Remarks**
Spa: **N/K**
Telecom: **Cable**

Irrigation: **Below Ground, Sprinklers**
Complex Features: **N/K**
Equipment: **Dishwasher, Disposal, Garage Door Opener, Pool/Spa Equipment, Range/Oven, Refrigerator, Solar Panels**

Financing

Terms: **Conventional, Cash**		Assessments: **N/K**	
Total Loan Bal: **$**	Mello-Roos: **$0/N/K**	Other Fee: **$0/N/K**	Type of OF: **N/K**
1st Trust Deed:	1st Interest:	2nd Trust Deed:	2nd Interest:
1st Loan Type: **N/K**	1st Assumable:	2nd Loan type: **N/K**	2nd Assumable:
H.O. Fee: **0/N/K**			
HOF Includes: **N/K**			

Office and Showing Instructions

Occupant: **ON FILE**	Occupant Phone: **ON FILE**	Show Instruct: **CLA**	Lock Box: **Yes**
List Agent: **Patrick Lynn**	Agent Phone: **(619) 325-3131**	Adt'l Phone #:	2nd Agent: **Tugg (619) 318-9600**
List Office: **Windermere Pacific Coast Prop.**	Office Phone: **(619) 269-2266**	Broker #: **65627**	
Email: **Click here to email agent**	Fax: **(619) 325-3130**	Pager:	CVR: **Yes**
CBB% **3** and CBB$	Subject to Court/Lender Approval: **N/A**		

Sold Information

Off Market Date: **10/25/2007**	Close of Escrow: **10/25/2007**	Expire Date: **3/4/2008**	Sold Price: **$ 673,500**
Sale Agent #: **645082**	Sale Agent Name: **Mark R. Moore**	SA Phone: **(858) 518-1728**	Financing: **Conventional**
Sale Office #: **64437**	Sale Office Name: **Oceanfront Realty**	SO Phone: **(858) 270-9934**	

EXHIBIT "DLR E"

Supplements

MLS #: **076083733** Address: **4545 DIANE WAY**

Recently featured in SAN DIEGO HOME & GARDEN magazine, this gorgeous home shows like a model! Set on a lush quarter acre in a quiet cul-de-sac, this property is like no other on the market! The interior is beautifully appointed with many upscale finishes. All new dual pane Low E windows throughout. The kitchen features slab granite countertops & stainles appliances including a 6-burner DCS convection oven & stove-top, pasta water spigot next to stove, lighted pot rack, full extension pull-out drawers, farmhouse style sink, and travertine floors. 3/4' bamboo floors flow throughout most of the living areas. A HUGE family room was added, featuring custom ceiling detail & a tumbled stone fireplace! Outdoors, there are multiple areas to suit anyone's desires! A large side deck off the kitchen is perfect for BBQ's & outdoor dining. The complete backyard makeover includes all new concrete decking & flagstone retaining wall for the saltwater pool & spa with waterfall! Heated by solar panels and/or gas, with all new pool equipment. Redwood stairs lead to an upper level deck overlooking the whole property. The upper-level yard area offers a garden Martha Stewart would envy! Many fruit trees & raised planters offer an abundance of organic produce without having to leave home! Fruit trees include Lemon, Pear, Orange, Plum, Apricot, Nectarine, Peach, Avocado (2), Apple, Rosemary Bush & Bay Leaf. There are also watermelon vines, squash vines, mature grape vines and tomato plants! On the other side of the yard, there is a covered potting area for orchids, a complete wall of storage cabinets & gate opening to the driveway & 2 car garage.

Prepared by: Deborah Raymond

Information is believed to be reliable, but not guaranteed.
Copyright 2001-2007 SANDICOR, Inc.

Sat, Nov 3, 2007 09:36 PM

EXHIBIT "DLR E"